

December 18, 1998

Dear Interested Parties:

The Beatrice State Developmental Center is issuing the enclosed Request for Proposal to establish a child care facility for its employees at the Beatrice State Developmental Center.

Proposals must be postmarked or hand delivered by February 16, 1999, the closing date. Proposals should be sent to or delivered to Melanie Carlson, Child Care Division, the Nebraska Department of Health and Human Services, P.O. Box 95044, Lincoln, NE 68509-5044. or the Nebraska State Office Building, 301 Centennial Mall South, 3rd floor, Lincoln NE by 5:00 p.m. on February 16, 1999. FAX copies will not be accepted.

Please direct questions about these requests to Melanie Carlson at (402) 471-9152.

Sincerely,

Jessie K. Rasmussen
Department of Health and Human Services

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Procedures for Writing Proposals

for the

Beatrice State Developmental Center
Child Care Center

Submit to:

Applications Due: February 16, 1999

Attention: Melanie Carlson
Child Care Division
Department of Health and Human Services
P.O. Box 95044
Lincoln, NE 68509-5044

SUPPORTING DOCUMENTS WILL
NOT BE ACCEPTED AFTER
APPLICATIONS ARE SUBMITTED

FAX NOT ACCEPTED

**SUBMIT AN TWO ORIGINALS AND
FIVE (5) COPIES = SEVEN (7)
COPIES TOTAL. PLEASE USE
8.5 x 11 PAPER. STAPLE IN
UPPER LEFT CORNER. PLEASE
DO NOT ENCLOSE IN BINDERS.**

PROPOSAL CHECKLIST

- _____ Two Originals and 5 copies of proposals including
- _____ Transmittal Letter
- _____ Program Description
- _____ Center Policies Description
- _____ Center's philosophy
- _____ An enrollment policy
- _____ A copy of the payment policies
- _____ A copy of the job description
- _____ A copy of the staff qualifications
- _____ A description of the staff evaluation process
- _____ Preservice and inservice training plans
- _____ The staff recruitment plan
- _____ The staff retention plan
- _____ The center's current parent handbook or guide
- _____ Food Service Description
- _____ Budget/Business Plan
- _____ Signed DFWP verification

TABLE OF CONTENTS

Page 3:	Table of Contents
Page 4:	Purpose
Page 4:	Program Goals
Page 4:	Beatrice State Developmental Center Provisions
Page 5:	Request for Proposals Timeline
Page 5:	Procurement Information and Procedures
Page 6:	Requirements
Page 8:	Review and Evaluation Process
Page 8:	Award Notification
Page 9:	Additional Information
Page 10:	Business Plan Form
Page 11:	Hints for Preparing Proposal
Attachment A:	Child Care Facility Floor Plan and Available Square Footage Chart
Attachment B:	Business Plan Form
Attachment C:	Expectation to Provide Activities which Promote Social Interaction between Child Care Children and the B.S.D.C. Clients
Attachment D:	Drug Free Workplace Policy Verification
Attachment E:	Sample Contract
Attachment F:	BSDC Food Service Information

APPLICATION PROCEDURES

I. INTRODUCTION

1. Purpose

The Department of Health and Human Services (hereafter HHS) issues this request for proposals for the operation and management of a licensed child care center at the Beatrice State Developmental Center (hereafter known as (B.S.D.C.)).

The purpose of this Request for Proposal is to obtain the services of licensed child care center to provide on-site child care to the state employees who work at the Beatrice State Developmental Center provided to children seven days a week and all national and state holidays. Child care must be provided during the hours described in Phase I, II, and III..

Management and cost of the operation, as well as the profit generated from such, is not the responsibility of the state. The B.S.D.C. will provide the building and adjacent out of doors space for occupation and use by the successful bidder for the purpose of operating the child care center.

It is anticipated that the contract term will be for a period of three years with a possible two additional annual extensions.

II. PROGRAM GOALS

The program goals are:

1. Recruit and retain employees of the B.S.D.C. by providing child care at their work site;
2. Increase the longevity of employment by staff at the B.S.D.C.;
3. Decrease absences due to child care disruptions by employees of B.S.D.C.
4. Increase the social contact and improve the quality of life on behalf of the clients of B.S.D.C.;
5. To provide a safe and nurturing environment for children served in the program;
6. To provide developmentally appropriate child care services which enhance the growth and development of children served in the program.

III. BEATRICE STATE DEVELOPMENTAL CENTER PROVISIONS

B.S.D.C. will provide the following to the child care provider:

1. There is approximately 4,000 square feet of unobstructed indoor facility space and 5,625 square feet of unobstructed outdoor space (See Attachment A) which will meet all fire and safety, sanitation, and Health and Human Services System Child Care Licensing regulations to be used for the on-site child care program.
2. B.S.D.C. will provide all of the necessary modifications to the infrastructure of the child care facility to ensure that the building meets all fire safety, Sanitation, Health and Human Services codes to be licensed as a child care facility.
3. B.S.D.C. will secure and pay for the on-site utilities, including heat, air conditioning, electricity, and water to be used for the on-site child care program. B.S.D.C. will provide preventive maintenance to the utilities system, building structure, and will provide for the

maintenance of all B.S.D.C. grounds, including any on-site child care grounds area. B.S.D.C. will secure and pay for pest control services through the B.S.D.C. pest control contract. B.S.D.C. will maintain care for the lawn, provide road repair and snow removal.

4. B.S.D.C. will allow the provider use of the Carsten Recreation Center the B.S.D.C. recreation facility (excluding the swimming pool) at no cost at times to be arranged.

IV. REQUEST FOR PROPOSALS TIMELINE

12/21/98	Issue Request for Proposals
1/4/99	Mandatory Proposers Conference at B.S.D.C. located at
2/16/99	Deadline for Submission of Proposals
2/24/99	Review of Proposals Completed
3/1/99	Submission of Recommendation to the HHS Director
3/8/99	Inform Successful Applicant of Intent to Contract
3/10/99	Inform Other Applicants of HHS Decision
3/15/99	Sign Contract with Bidder

V. PROCUREMENT INFORMATION AND PROCEDURES

A. Eligibility

Any licensed child care program may submit a proposal.

B. Mandatory Pre-proposal Conference

A pre-proposal conference will be held on Monday, January 4, 1999 at 1:30 p.m. (CST) onsite at the Beatrice State Developmental Center at:

3000 East Lincoln Boulevard
Beatrice Nebraska

A tour of the child care facility space will be provided. Potential proposers will have an opportunity to ask questions at the conference, and HHS will make every reasonable attempt to answer those questions before the end of the conference. Oral answers shall not be binding on HHS. Potential proposers are encouraged to submit written questions prior to the conference. Written responses to the questions will become part of the contract.

Attendance at the pre-proposal conference is mandatory in order to submit a proposal. Potential proposers must sign the attendance sheet at the pre-proposal conference. Failure to attend the conference will result in disqualification of any proposal made in response to this RFP.

C. Proposal Submission

Proposals:

Proposals must be postmarked or hand delivered by Tuesday, February 16, 1999, the closing date. They must be hand delivered no later than 5:00 p.m. (CST) on February 16, 1999. Late arriving proposals will not be accepted. Please note that the proposals must be sent to the address specified in page 2 and the address must appear exactly as specified. HHS accepts no responsibility for mislabeled mail. If a recipient phone number is required for delivery purposes, (402) 471-9676 should be used. The entire cost for the preparation of a proposal and the attendance at the pre-proposal conference shall be borne by the proposer.

HHS reserves the right to reject any or all proposals received. It is understood that all proposals, whether rejected or not, shall become the property of HHS.

The proposal must contain all information and supporting documentation required. All sections of the proposal must arrive together. Supporting documents will not be accepted after proposals are submitted. FAXed proposals will not be accepted.

Questions and requests for additional information should be directed to: Melanie Carlson, Child Care Division, Department of Health and Human Services, P.O. Box 95044, Lincoln NE 68509-5044, (402) 471-9152.

VI. REQUIREMENTS

The following are requirements of the proposal and any contract executed afterward.

A. Post-award Requirements

Phase I: To Be Completed No More Than 60 Days From Date Contract Is Signed

- Develop plan for implementation
- Survey B.S.D.C. employees with children under age 13
- Explore other grants available for start up costs
- Meet all requirements for licensing
- Obtain appropriate license and Child Care Subsidy Approval
- Hire and train staff
- Enroll Children
- Open program to serve children of first shift employees at a minimum

Phase II: To Be Completed No More Than 120 Days From Date Contract Is Signed

- Extend program to serve children of second shift employees.

Phase III: To Be Completed No More Than One Year From Date Contract Is Signed

- Conduct needs assessment to determine employee interest in a third shift child care program.
- Identify and pursue national accreditation.

2. a. The Contractor agrees to accept the Department of Health and Human Services Child Care Subsidy for children whose caretakers are eligible for subsidized care.

b. The Contractor must obtain and maintain an appropriate child care facility license with the Health and Human Services System.

c. The Contractor assures regard for the rights and dignity of the Beatrice State Developmental Center clients as reflected in the actions of its staff and children in attendance at the child care facility.

d. The Contractor agrees to require its staff to comply with the B.S.D.C. automobile traffic and parking rules and stipulation.

e. The Contractor agrees that employees of the Beatrice State Developmental Center receive priority in enrollment over children of non-employees. Other state employees will

receive second priority to enroll their children in the child care program. Nonstate employees will be given third priority.

3. The Contractor agrees to maintain for the term of this agreement, with the State of Nebraska named as additional insured, general liability insurance in the minimum amount of \$ 500,000 per occurrence (\$1,000,000 aggregate annually) and in the event the Contractor transport children, automobile liability insurance for owned and non-owned vehicles for bodily injury in the amount of \$500,000 per occurrence and \$1,000,000 aggregate, \$ 250,000 property damage for owned and non-owned vehicles, and such workers' compensation and unemployment insurance as is required by law.

The Contractor must provide to HHS within thirty (30) days of execution of the contract a certification of insurance for the above insurance coverage. HHS requires that it receive thirty days notice prior to cancellation of any insurance policy. In the event a policy is cancelled, the Contractor must provide evidence that replacement coverage had been obtained with no break in coverage. If the Contractor subcontracts for certain of the work involved in the contract, it shall insure that the subcontractor has obtained worker's compensation insurance and have proof of such insurance on file.

B. Proposal Requirements

Each proposal must contain the sections described below:

1. Transmittal Letter. This letter must state:
 - that the potential contractor fully accepts all terms and conditions of HHS and that the proposal meets all requirements of HHS;
 - the name, address, phone number and FAX number of a contact person with whom HHS should communicate regarding the proposal.
 - the full company or corporate name; the headquarters' address; the entity business organization form (corporation, partnership, proprietorship, etc.); the state in which the contractor is incorporated or otherwise organized to do business; and Federal Employer Identification Number.
 - Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or warrant that no such condition is known to exist.
 - If any party named in the proposal is or was an employee of HHS within the past 12 months, identify the individual(s) by name, job title or position, and separation date. If no such relationship exists or has existed, so declare. If any employee of HHS is employed by the proposer or is a subcontractor to the proposer, as of the due date for proposal submission, identify all such persons by name, position held with the proposer, the position held with HHS (including job title or position). Describe the responsibilities of such persons within the proposing organization. If no such relationship exists or has existed, so declare. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist under the Nebraska Accountability and Disclosure Act, the proposer may be disqualified from further consideration in the procurement.

The letter must be signed by a person legally authorized to bind the organization to the contents of the proposal and authorized to represent the organization.

2. Program The proposal should contain the following elements.
 - Explain how the program will provide quality service to children and their families.
 - Discuss how the program will meet the children's individual needs and show how these individual needs will be met when describing the daily routine.
 - Describe how the children will benefit physically, emotionally, socially and intellectually from your program and how activities are age appropriate and individually appropriate.

- Describe how the program will provide opportunities for community interaction and shared activities among the children and the clients at B.S.D.C. who can benefit from such interaction.
 - This section should also contain a copy of the schedule for the children's day.
3. Center Policies This section must provide copies of the following:
- Center's philosophy,
 - Enrollment policies,
 - Payment policies,
 - Job descriptions,
 - Staff qualifications for each position,
 - Staff evaluation process,
 - Staff pre-service and in-service training plans,
 - Staff recruitment plan
 - Staff retention plan
 - Center's current parent handbook or guide
4. Food Service: The application will need to include a detailed description of how food will be prepared and served to the children. The B.S.D.C. can provide food service for the child care facility at cost.
5. Budget/Business Plan - Proposers are required to provide a business plan which shows projected expenses and income for the next 12 months. A completed business plan form (Attachment B) must be submitted with an attached narrative description of the expenses of the program including wages, advertising, food, insurance, supplies, housekeeping, subcontractors, and ALL of the projected income of the program which include fees, USDA food program, child care subsidy income and other sources of income. Please indicate any other financial resources that are available for the program.
6. A Signed Drug Free Workplace Policy Verification (Attachment D)
7. Attachments: All attachments are incorporated herein by this reference.

G. REVIEW AND EVALUATION PROCESS

All qualified proposals will be evaluated by a panel of internal reviewers from HHS. This panel will include managers and selected analytical staff with, in the opinion of HHS, the appropriate expertise to conduct such proposal evaluation. Proposals will be evaluated on the quality of the program and the management capacity. A child care licensing history will be reviewed as part of the evaluation.

HHS may invite the top proposers to make oral presentations based upon their written proposals, answer questions, and for purposes of clarification only, submit additional information.

The Review Panel will submit the recommendations to the Director of the Department of Health and Human Services for final approval. HHS reserves the right to reject any and all bids or to waive any technicality in the bid. The award will be made to the proposer offering the proposal which is in the best interest of the State of Nebraska, Department of Health and Human Services.

E. AWARD NOTIFICATION

Notification of the contract award will be made in accordance with the Proposal Timeline.

Once a successful bidder has been notified of its award, HHS may begin discussions of operational terms. These discussions will be limited to terms and conditions not specifically addressed in the RFP or in the written proposal and/or to matters which do not significantly alter the proposal. These clarifications of terms and conditions will be reduced to writing and become part of the contract. A sample contract is attached as Attachment E.

In the event HHS fails to reach agreement with the bidder first awarded within thirty (30) days, HHS may disqualify that bidder and proceed to award the contract to the next qualified bidder.

I. ADDITIONAL INFORMATION

1. Bibliography

The following brief list of selected best practice resources in the field of early care and education is provided to assist persons in preparing proposals. These, as well as many other helpful publications, can be borrowed from the Early Childhood Training Center, (402) 597-4820.

Bredekamp, S. (Ed.). (1987). Developmentally Appropriate Practices in Early Childhood Programs Serving Children Birth Through Age 8. Washington, DC: National Association for the Education of Young Children.

Chandler, P. (1994). A Place For Me: Including Children With Special Needs In Early Care and Education Settings. Washington, DC: National Association for the Education of Young Children.

San Fernando Valley Child Care Consortium. (1988). Setting Up For Infant Care: Guidelines for Centers and Family Day Care Homes. Washington, DC: National Association for the Education of Young Children.

Sciarra, D., and Dorsey, A. (1990). Developing and Administering A Child Care Center. Second Edition. Albany, NY: Delmar Publishers, Inc.

2. Grant Writing Video Tapes

Kids Team. (1994). Grant Writing I and II, Lincoln: State of Nebraska.

3. Business Plan Information

For assistance with writing the business plan, please contact the Early Childhood Training Center at 1-(800) 892-4453 .

HINTS FOR PREPARING PROPOSALS

! Read all directions carefully before beginning proposal preparation. If you do not understand something, please call for clarification. Not following the directions may result in your proposal being disqualified.

! Please avoid using confidential information. (For example, do not use either first or last names of children and/or families.)

! We strongly suggest that you use headings for each section of your narrative. (For example, community needs and impact statement, program, business plan, budget.)

! Be sure you provide all the information that is requested. Leaving out information may result in your proposal being disqualified.

! Be as specific as possible when preparing your budget. All items should be clearly identified.

! Please number the pages of your proposal and appendix consecutively.

! Make sure that your name and/or program name are included on all attachments, including estimates.

! Make sure that you have signed all necessary forms.

! Proofread your proposal for spelling, punctuation and grammar. Be sure your proposal is neat and easy to read.

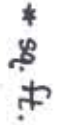
! Before submitting your proposal, double check to be sure that your proposal is complete.

! Your original and each of the three (3) copies must be correctly collated and include all supporting documentation. Supporting materials will not be accepted after the proposal is submitted.

! Please use 8.5 x 11 paper. Staple your proposal in the upper left corner. Please do not enclose in binders.

! Keep a copy of the proposal for your reference and records.

220 *



Beatrice State Developmental Center
Beatrice, Nebraska

Day Care Area

No.	Room	Dimension	Sq. Footage
1	Day Care Area	13'8" x 18'	248
2	Day Care Area	13'8" x 9'	124
3	Day Care Area	25' x 13'5"	678
4	Day Care Area	15' x 13'8"	207
5	Day Care Area	15' x 52'	780
6	Day Care Area	22' x 10'	220
7	Day Care Area	22' x 10'	220
8	Day Care Area	22' x 10'	220
9	Day Care Area	22' x 10'	220
10	Day Care Area	22' x 10'	220
11	Bathroom	7' x 6'4"	44
12	Bathroom	9' x 13'5"	124
13	Bathroom	9'5" x 13'5"	131
14	Storage	7' x 13'5"	96
15	Janitor's Closet	6' x 13'8"	82
16	Hallway	7'7" x 29'6"	228
17	Kitchen	6' x 7'	46
18	Laundry Room	6' x 6'4"	46
19	Office	7' x 7'5"	52
	Total Inside		3,986
20	Playground (outside)	75' x 75'	5,625
	Total Day Care Area		9,611

BUSINESS PLAN FORM

Instructions: Please complete the following form to indicate expenses and income for your child care facility for the next 12 months.

Expenses

Salaries		Director salary \$ per hour	\$
Head Teacher salary \$ per hour	\$	Teacher salary \$ per hour	\$
Aide Salary \$ per hour	\$	Other staff salary \$ per hour	\$
Retirement Program, other employee benefits	\$	Quarterly Taxes	\$
		TOTAL SALARIES	\$
Overhead Costs related to the program (list separately)			\$
	\$		\$
	\$		\$
	\$	TOTAL OVERHEAD	\$
Operating Expenses		Advertising	\$
Food Service	\$	Telephone	\$
Cleaning Supplies	\$	Mileage	\$
Petty Cash	\$		\$
	\$		\$
	\$	TOTAL OPERATING	\$
Administrative Costs		Educational Supplies	\$
Enrichment/Recreation Activities	\$	License Fees & Permits	\$
Prof. Organizations	\$	Legal & Professional	\$
	\$		\$
	\$	TOTAL ADMINISTRATIVE	\$
Insurance		Workers Compensation	\$
Unemployment Insurance	\$	Subcontractor (s) - List each separately	\$
	\$		\$
		TOTAL INSURANCE	\$
		TOTAL EXPENSES:	\$

BUSINESS PLAN FORM

Income

Infant Fees \$ per hour, weekly	\$	Toddler Fees \$ per hour or weekly	\$
Preschool Fees \$ per hour, weekly	\$	School age Fees \$ per hour or weekly	\$
Part-Time/Drop In \$ per hour	\$	Kindergarten Children \$ per hour	\$
		TOTAL FEES	\$
Child Care Subsidy	\$	Grants	\$
Loans	\$	Other	\$
USDA Food Program	\$		
		TOTAL INCOME:	\$

Discounts for Additional Children

1st Child	Xx%, explanation
2nd Child	Xx%, explanation
3rd Child	Xx% explanation

Expectation to Provide Activities which Promote Social Interaction between Day Care Children and B.S.D.C. Clients

The vision of BSDC in establishing a day care is that, in addition to the primary goals of enhancing our ability to recruit and retain staff and providing services to enhance the growth and development of the children served, there will be benefits to the clients living at the center.

It is believed that many of our clients can benefit from shared activities with the children including volunteerism in the daycare or on the BSDC campus. The goal for each client at BSDC is enhancing their quality of life by providing opportunities to have social contact, by developing friendships with persons who are not disabled and being more involved with the life of the community. A day care center would provide opportunities to achieve these goals. The children's quality of life would be equally enhanced by these opportunities. In addition, meeting these outcomes should assist BSDC in achieving accreditation from the Council on Quality and Leadership in Supports for People with Disabilities.

In order to structure this component of the day care operation, a BSDC Day Care Liaison will be appointed to work with the Day Care Administrator. This person has credentials in Early Childhood Education, has successful experience with administering the Foster Grandparent program in Beatrice, and has extensive experience in providing enriching activities involving BSDC clients, children, and non-disabled persons. It may be possible for the BSDC Day Care Liaison to negotiate for the services of Foster Grandparents in the day care if children with special needs are identified. BSDC interdisciplinary teams requesting integrated experiences with the daycare for a particular client would make a referral to the BSDC Day Care Liaison, who would screen and approve or disapprove the referral. The BSDC Day Care Liaison would then jointly arrange shared activities or volunteer experiences with the Day Care Administrator, who would have final approval on any proposed activities.

Examples of the types of interactions BSDC would like to promote include:

- Shared experiences with like-aged clients living at BSDC who have multiple physical disabilities and who could benefit from time spent with non-disabled children.
- Parties or other special events with elderly BSDC clients, where the children would be invited to visit the clients' home. BSDC has successful experience in planning such events.
- Arranging volunteer experiences for older children to participate as volunteers with a select group of BSDC clients or allowing a BSDC client to volunteer with children in a special activity at the daycare.

All such activities would be supervised by day care employees, as well as a BSDC employee.

For more information, refer to *Personal Outcome Measures* published by The Council on Quality and Leadership in Support for People with Disabilities, published in 1997.

The Council is dedicated to ensuring that people with disabilities have full and abundant lives. Some of the values which providers such as BSDC are encouraged to use as a foundation include:

- People with disabilities should have contact with a broad range of other people who do not have disabilities during daily activities.
- People have opportunities to meet people outside of the service or support organization and to spend time with them.
- People with limited experiences in meeting others have the opportunities and support they need to meet and interact with others.
- People have support to take part in a variety of activities in the community.
- Integration increases exposure to, and acceptance of, a wide diversity of people.

DRUG FREE WORKPLACE POLICY VERIFICATION

I, _____, confirm that our company, _____
has a Drug Free Workplace Policy which stipulates:

- that our company does not allow alcohol or drugs during work hours or at work site;
- corrective action will be taken against any employee who fails to follow policy; and
- that our employees have been informed of this policy.

If you are a parent company, please check one of the following:

- ____ This policy applies to all branches of our company.
- ____ This policy does not apply to all branches of our company.

Signature, Title

/Date

CONTRACT

This Contract is entered into by and between the State of Nebraska, Department of Health and Human Services XXXX (hereinafter the "Department"), and 1FIELD (hereinafter the "Contractor").

WITNESSETH

Whereas the Department is desirous of 2FIELD; and

Whereas the Contractor 3FIELD;

Now, therefore, the parties agree as follows:

- I. Term of Contract. This Contract shall be in effect from _____, 19____, to _____, 19____, unless otherwise terminated as provided hereinbelow.
- II. Scope of Services by Contractor. The Contractor agrees that for valuable consideration provided by the Department, 4FIELD.
- III. Consideration. The Department agrees to pay the Contractor 5FIELD.
- IV. Access To Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by the Department under this Contract and to allow free access at reasonable times by duly authorized representatives of the Department or of the United States Department of Health and Human Services to such records for the purposes of making audits, examinations, excerpts, and transcripts. Such access to records by the Department shall continue beyond the termination date of this Contract for a period of three (3) years.

- V. Non-Discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended; the Rehabilitation Act of 1973, Public Law 93-112, as amended; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, ancestry, race, religion, creed, disability, sex or marital status. This provision shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of the Contractor. The Contractor further agrees to insert similar provisions in all sub-contracts for services allowed under this Contract under any program or activity.
- VI. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written consent of the Department.

- VII. Amendment. This Contract may be amended at any time in writing upon the agreement of both parties.
- VIII. Cancellation. Either party hereto may cancel this Contract for any reason upon submission of written notice to the other party at least 6FIELD days prior to the effective date of cancellation.
- IX. Subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of the Department.
- X. Confidentiality. The Contractor agrees that any and all information gathered in the performance of this Contract, either independently or through the Department, shall be held in the strictest confidence and shall be released to no one other than the Department, without the prior written authorization of the Department, provided, that contrary Contract provisions set forth hereinabove shall be deemed to be authorized specific exceptions to this general confidentiality provision.
- XI. Copyright. The Contractor may copyright any of the copyrightable material produced in conjunction with the performance required under this Contract. The Department and the United States Department of Health and Human Services hereby reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for State or Federal Government purposes.

XII. Breach of Contract. Should the Contractor breach this Contract, the Department may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. The Department shall pay the Contractor only for such performance as has been properly completed and is of use to the Department. The Department may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein at Paragraph III. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

XIII. Unavailability of Funding. Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable either in full or in part due to such reductions in appropriations, the Department may terminate the Contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail return receipt requested or in person with proof of delivery. The Department shall be the final authority as to the availability of funds. The effective date of such Contract termination or reduction in consideration shall be specified in the notice as the date of service of said

notice or the actual effective date of the federal funding reduction, whichever is later. Provided, that reductions shall not apply to payments made for services satisfactorily completed prior to said effective date. In the event of a reduction in consideration, the Contractor may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to the Department.

XIV. Drug-Free Workplace. The Contractor hereby assures the Department that it will operate a drug-free workplace in accordance with State guidelines and has implemented a drug-free workplace policy, a copy of which is attached.

XV. Lobbying. (1) If the Contractor receives federal funds through the Department, for full or partial payment under this contract, then no Federal appropriated funds will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract or (a) the awarding of any Federal contract; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

XVI. Research. The service provider may not engage in research utilizing the information obtained through the performance of this contract without the express written consent of the Director of the Department. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.

XVII. Workers' Compensation: If the Contractor has employees involved in the carrying out of this Contract, the Contractor shall certify that it has obtained a policy providing coverage under the Nebraska Workers' Compensation Act for its employees or will obtain proof of such coverage within 30 days after the commencement of this Contract and shall provide the Department with proof of such coverage. A copy of the certificate of coverage is or shall be attached to this Contract. If the Contractor subcontracts for certain of the work involved in this Contract and has obtained approval for such subcontracting, it shall insure that the subcontractor has obtained workers' compensation insurance and will file proof of such insurance with the Contractor.

XVIII. Public Counsel: In the event the Contractor provides health and human services to individuals on behalf of the Department under the terms of this Contract, Contractor shall submit to the jurisdiction of the Public Counsel under Neb.Rev.Stat. §§81-8,240 to 81-8,254 with respect to the provision of services under this Contract. This clause shall not apply to contracts between the Department and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

DEPARTMENT OF HEALTH AND HUMAN
SERVICES

By _____
Jessie K. Rasmussen
Director

Dated this _____ day of
_____, 19__

7FIELD

Federal Taxpayer Identification
Number or Social Security
Number of Contractor

By _____
8FIELD

Dated this _____ day of
_____, 19__

L-13:FIELD

TO: Patricia Urzedowski

FROM: Mike Mulvaney

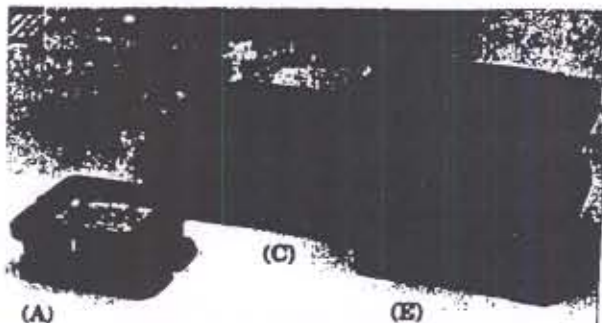
The following information may be included in the day care bid package:

The BSDC Food Service Department can provide meals for the day care at a cost of \$1.09 per meal. All meals are developed by the BSDC Registered Dieticians and meet the USDA School Lunch Program guidelines. Two 6-month seasonal menus are planned to rotate on a 4 week cycle. These are the same menus which are developed for the individuals served at BSDC.

The food could be picked up from the BSDC kitchen during the allotted pickup times and containers returned by the designated time:

	<u>Pickup Time</u>	<u>Return Containers</u>
Breakfast	7:00-8:00 a.m.	9:30 a.m.
Lunch	11:30 a.m.-12:30 p.m.	2:00 p.m.
Supper	4:30-5:30 p.m.	7:00 p.m.

BSDC would provide containers for transporting the food in order to maintain appropriate temperatures (description below).



PORTABLE FOOD CARRIERS

KEEPS FOOD HOT OR COLD

Tough transporters feature double-wall construction with thick foamed-in-place insulation. Recessed steel latches and tight sealing rubber gaskets keep temperature change to 4° to 6° per hour. Colors: Dusty Rose, Navy Blue, Slate Blue, Cold Blue, Coffee Beige, Dark Brown and Brick Red. Hot Red available at extra cost.

SINGLE PAN CARRIERS. Allow 3 weeks before delivery on all other colors.

IN STOCK IN Dark Brown

No.	List	Cost	Capacity	For half or full size pans	Dimensions	Wt.
A-117-D-065	\$175.00	\$87.50	6 Qt.	2-1/2" or 4"D (half size pan)	17"Lx15"Wx7-1/4"H	8
B-117-D-012	210.40	105.00	8 Qt.	2-1/2"D (full size pan)	25"Lx17"Wx5-3/4"H	9